

DIRECTOR OF CENTRAL INTELLIGENCE
Security Committee

SECOM-D-195

30 April 1980

MEMORANDUM FOR: Members, DCI Security Committee

FROM:
Executive Secretary

SUBJECT: APEX NONDISCLOSURE AGREEMENT

1. Attached is a copy of the APEX Nondisclosure Agreement. This draft is being negotiated by CIA, NSA and Department of Justice attorneys, but is expected to be found acceptable. Copies have been sent to APEX Steering Group members (in those agencies which have members) with a request that they give their views on the draft to the SECOM member of their respective agencies. In order to have the form available for the 5-6 May APEX Seminar, responses are required by Friday, 2 May 1980.

2. Responses should be directed to me, telephone number

STATINTL

Attachment



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Distribution:

Air Force
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STATINTL

APEX
NONDISCLOSURE AGREEMENT

1. I, _____, hereby accept the obligations contained in this agreement as a prior condition of my being granted access to information protected within the APEX Special Access Control System, hereinafter referred to in this agreement as Sensitive Compartmented Information. I have been advised that Sensitive Compartmented Information involves intelligence sources or methods which the Director of Central Intelligence has the responsibility to protect, and is classified or classifiable under the standards of Executive Order 12065 or other Executive order or statute. I understand and accept that by being granted access to Sensitive Compartmented Information I shall acquire a position of special confidence and trust in the United States Government and become obligated to comply with the terms of this agreement.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of Sensitive Compartmented Information and that I will be granted access to the following categories of information within the APEX Special Control System:

I understand that I may be required by _____
(Department or Agency)
(hereinafter referred to as the Agency) to sign an appropriate acknowledgment upon being granted access to any additional

categories of information within the APEX Special Access Control System. I further understand that all my obligations under this agreement continue to exist whether or not I am required to sign such an acknowledgment.

3. I have been advised that direct or indirect unauthorized disclosure, unauthorized retention or negligent handling of Sensitive Compartmented Information by me could cause irreparable injury to the United States and be used to advantage by a foreign nation.

4. I have been advised of the security handling, storage, and transmittal procedures which are to be used to protect Sensitive Compartmented Information, and the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and I understand these procedures.

5. In consideration of being granted access to Sensitive Compartmented Information, I hereby agree to submit for review by the Agency, either during the course of my access to Sensitive Compartmented Information or at any time thereafter, all information or materials including works of fiction which contain any mention of intelligence data or activities, or contain data which may be based upon Sensitive Compartmented Information which I contemplate disclosing publicly or which I have actually prepared for public disclosure,


prior to discussing it with or showing it to anyone who is not authorized to have access to it. I further agree that I will not take any steps toward public disclosure until I have received written permission to do so from the Agency.

6. I understand that the purpose of the review described in paragraph 5 is to give the Agency an opportunity to determine whether the information or materials which I contemplate disclosing publicly contain any information which I have agreed not to disclose. I further understand that the Agency will act upon the materials I submit and make a response to me within a reasonable time, coordinating within the Intelligence Community when appropriate.

7. I have been advised that any unauthorized disclosure of Sensitive Compartmented Information by me may be a substantial violation of this agreement, and may result in the termination of my access to Sensitive Compartmented Information by the Agency as well as the termination of my employment or other relationships with the Agency. In addition, I have been advised that any such unauthorized disclosure by me may constitute violations of United States civil or criminal laws, including, as to the latter, the provisions of Sections 793, 794, 798 and 952, Title 18, United States Code, and of Section 783, Title 50, United States Code.

8. I understand and agree that the United States Government may choose to apply, prior to any unauthorized disclosure of Sensitive Compartmented Information by me, for a court order prohibiting such disclosure.

9. In any civil action which may be brought by the United States Government for breach of this agreement, the law of the Commonwealth of Virginia shall govern the interpretation of this agreement. I have been advised that the action can be brought against me in any of the several appropriate United States District Courts where the United States Government may elect to file the action. Court costs and reasonable attorneys fees incurred by the United States Government may be assessed against me if I lose such action.

10. I understand that all information to which I may obtain access to signing this agreement is now and will remain the property of the United States Government. I agree that I shall return all materials which may have come into my possession, or for which I am responsible because of such access, upon demand by an  authorized representative of the United States Government or upon the conclusion of my employment or other relationship with the United States Government entity providing me access to such materials. If I do not return such materials upon ^{be} request, I understand this may be a violation of Section 793, Title 18, United States Code, a United States criminal law.

11. Unless I am released in writing by an authorized representative of the Agency, I understand that all the conditions and obligations imposed upon me by this agreement apply during the time I am granted access to Sensitive Compartmented Information, and at all times thereafter.

12. Nothing in this agreement constitutes a waiver on the part of the United States of the right to prosecute me for any statutory violation. Nothing in this agreement constitutes a waiver on my part of any defenses I may otherwise have in any civil or criminal proceedings.

13. Each provision of this agreement is severable. If a court should find any provision of this agreement to be unenforceable, all other provisions of this agreement shall remain in full force and effect.

14. I have read this agreement carefully and my questions, if any, have been answered to my satisfaction. I acknowledge that the briefing officer has made available Sections 793, 794, 798, 952 and 1001 of Title 18, United States Code, Section 783 of Title 50, United States Code, Executive Order 12065, as amended, and the Information Security Oversight Office Directive No. 1 of 2 October 1978, as amended, which implements this Executive Order, so that I may read them at this time, if I so choose.

15. I make this agreement without any mental reservation or purpose of evasion.

Signature

Social Security Number (See
Notice below)

Date

The execution of this agreement was witnessed by the undersigned who accepted it on behalf of the United States Government as a prior condition of access to Sensitive Compartmented Information.

WITNESS AND ACCEPTANCE:

Signature

Printed Name

Date

NOTICE

The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Account Number (SSN) is Executive Order 9397. Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above. While your disclosure of SSN is not mandatory, your failure to do so may delay the processing of such certification.